

# General terms and conditions for The Lawyer Assignment (2024:1)

## ***1 § General information about the assignment***

For services offered by the law firm, the codes of conduct of the Swedish Bar Association applies, as well as these general terms and conditions for the Lawyer Assignment and the undersigned Confirmation of Assignment. Further information about the codes of conduct of the Swedish Bar Association can be obtained from the website of the Bar Association [www.advokatsamfundet.se](http://www.advokatsamfundet.se)

These general terms and conditions are applicable for the Confirmation of Assignment between the client and the law firm. The extent of the case and any specific conditions may also be expressed in the Confirmation of Assignment that the law firm will set up when the assignment is accepted. In case the assignment is extended or new assignments are given from the same client, these terms and conditions automatically apply to acceding cases. The law firm may alter the general terms and conditions from time to time. The latest version is always available at [www.amberadvokater.se](http://www.amberadvokater.se)

## ***2 § Confidentiality***

The law firm undertake to protect the information given by the client in accordance to the codes of conduct of the Swedish Bar Association. The confidentiality that the law firm is subject to does not apply in cases where the legal practice has reporting obligations due to legislation regarding money laundering and terrorism.

## ***3 § The handling and procedure of the case***

Through the assigned lawyer the client is given access to the broad range of expertise the lawyers of the law firm possess. Several lawyers may take part in a case depending on the extent of the assignment. If there will be a replacement of the assigned lawyer the client will be informed thereof, as long as it is not just a matter of temporary work. The outcome of the work of the law firm within the framework of a certain case, is tailored to the circumstances in the specific matter and the legal position at the time for the assignment. The client may therefore not rely on the advice in any other matter or use it for any other purpose other than what it was given for.

## ***4 § Conflict of interest***

Due to existing rules regarding codes of conduct the law firm may be prevented from representing a client if there is a conflict of interest in relation to another client. Prior to commitment the law firm therefore carry out a verification to make sure that there is no such conflict of interest. A conflict of interest may also arise during a current assignment, due to circumstances occurring later on. If a conflict of interest arises the law firm is obliged to treat clients in compliance with the applicable rules of the codes of conduct.

## ***5 § Intellectual Property Rights***

The law firm is the owner of all intellectual property rights that can be attributed to the result of the work of the law firm. Unless otherwise expressly agreed, no result from the work of the law firm may be generally circulated or used for marketing purposes.

## ***6 § Fees and invoicing***

Payment for legal assignments will partly be based on fees for undertaken work but also as payment for costs and expenses. Remuneration may be charged on an ongoing basis. Fees shall be coherent with the rules and principles of the Swedish Bar Association and are generally determined on the basis of a number of factors such as the nature and complexity of the work, the extent and significance of the assignment, the required amount of time, the experience, qualifications and urgency that has been required as well as the results achieved. Current hourly fees can be found on the Confirmation of Assignment. VAT is added to the specified prize.

Fees, costs and expenses may be charged on an ongoing basis either by partial invoicing or invoicing on account. Regular invoicing takes place monthly or at a longer time interval. The law firm can also choose to invoice after the assignment has been completed. The law firm may also request a payment in advance to cover costs and expenses. The advance will be accounted for and deducted at the completion of the assignment and not from current payments.

## ***7 § Payment and customer's money***

Overdue amounts will be charged default interest thirty days after the invoice date, according to the law. If the invoice is not paid on time the law firm has the right to cease further work on the client's behalf or withdraw from the contract.

Customer's money entrusted with the law firm will be managed in accordance to the codes of conduct, which, for instance means, that such money will be kept in a separate account for customer's money.

## ***8 § Costs related to trial***

In a trial the losing party can be required to pay the full amount or parts of the legal expenses of the counterpart. Regardless of the outcome, the client is liable for payment of fees, costs and expenses of the law firm. The client is also liable to pay the legal expenses of the counterpart if such obligations are imposed on the client.

## ***9 § Legal protection and legal aid***

If the client has an insurance covering legal expenses, the client may under certain circumstances and to a certain extent receive compensation for legal expenses. The right to claim

compensation for legal expenses is most often limited in certain ways such as through an excess or a cap and to a certain hourly rate, which means that the insurance will not cover all expenses. The most important terms and conditions for the insurance are often revealed when the insurance company confirm the case in written form. For further information on insurance policies, the client is advised to read the complete insurance agreement terms.

The law firm is entitled to receive payment and other remuneration for the assignment according to usual principles, even if legal protection or similar is applied. The law firm is not bound by norms of compensation that apply for the insurance and the client is liable to pay even in cases when invoice sums exceed the insurance compensation. Regardless of legal protection the law firm may invoice payment for the assignment on an ongoing basis.

In certain cases a client who engages the law firm as a private individual may be entitled to legal aid. The right to legal aid is based on annual income among other things and is imposed by a court or legal authorities. If legal aid is granted certain conditions for charging of fees applies. Public legal aid never covers the obligation to pay for the costs and expenses of the counterpart.

A client who will claim compensation for legal protection or legal aid shall inform the law firm thereof at the time when the assignment is submitted.

#### ***10 § External contractors***

If the law firm and the client agree thereof the law firm may engage external contractors, for example technical experts in real estate disputes, for the conduct of parts of the assignment. Such external contractor is independent of the law firm and the law firm is not to be held responsible for the work of the contractor. The client is liable to pay for the fees, costs and expenses of the external contractor, irrespective of whether the law firm pays the fees as an expense on behalf of the client.

#### ***11 § Electronic processing and information according to regulations governing personal data***

The law firm uses effective ways of communication in addressing clients, counterparts, authorities, courts and other operators. Information concerning a case may therefore be sent electronic. The law firm will not be held responsible for the risks relating thereto.

Upon signing of the confirmation of assignment the client will receive information regarding how the law firm processes personal data. Information regarding the processing of personal data is also available at the law firms website.

#### ***12 § Obligations of the law firm in accordance to the Money laundering Legislation***

According to the law (2017:630) on measures against money laundering and financing of terrorism there are four obligations the law firm has to comply with. The law firm shall 1) identify the client 2) examine transactions which can be assumed to present risk or aim at money laundering 3) report suspected cases of money laundering to the Financial Police as well as 4) in certain cases provide information to the Financial

Police without prior notice. In addition there is a prohibition to inform the client or any other person that an investigation of money laundering has occurred, that a report has been submitted or that a police investigation is underway.

The law firm may therefore in connection with the Confirmation of Assignment ask the client to provide identity documents of the client and the company of the client and/or any other person who is involved in the company on behalf of the client.

#### ***13 § Documents***

During the time of the assignment the law firm will store documents and results that the law firm, the client or a third part has provided. This storage may also be in electronic form.

After completion of the assignment the law firm will preserve or store all relevant documents and results generated in connection with the case, in paper or in electronic form. The storage period will not be less than the time established by the Swedish Bar Association. When the assignment has been completed the law firm will return the original documents that has been received within the framework of the assignment. If the law firm considers it necessary copies of the original documents will be kept.

#### ***14 § Liability***

The law firm is liable only for damages caused by fault or neglect during the execution of the assignment. The liability is limited to damages covered by the liability insurance of the law firm and shall not in any case exceed the insurance premiums conditioned at the time.

#### ***15 § Withdrawal and Dismissal***

The law firm has the right and obligation to withdraw from an assignment in those cases indicated by law or the codes of conduct of the Swedish Bar Association. The law firm has the right to withdraw from the assignment if the client despite a reminder does not pay an advance, if there is an amount due, in the event of insolvency or if the client does not submit the information necessary to complete the assignment.

At the client's dismissal or the law firm's withdrawal the client is obligated to pay for the work that has been carried out and the expenses the law firm has had until the day of the termination of the assignment.

#### ***16 § Disputes***

Disputes arising from the assignment shall be settled in court. A client who engages the law firm as a private individual and who is dissatisfied or have complaints regarding the service the law firm has provided, shall contact the law firm to make an attempt to reach an acceptable solution. If it is not possible to reach an acceptable solution the client may turn to the Consumer Disputes Committee of the Swedish Bar Association for bringing proceedings. The Consumer Disputes Committee can be accessed through their website [www.advokatsamfundet.se/konsumenttvistnamnden](http://www.advokatsamfundet.se/konsumenttvistnamnden) or at the address Konsumenttvistnämnden, Sveriges Advokatsamfund, Box 27321, 102 54 Stockholm, Sweden.